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DIGEST OF OTHER RECENT VIRGINIA DECISIONS.

(Syllabi prepared by M. P. Burks, State Reporter.)

REYNOLDS v. RICHMOND & MANCHESTER RY. CO.—Decided at Richmond, December 19, 1895.—*Harrison, J* :

1. EVIDENCE—*Examination of witnesses—General character for truth.* If the character and object of the cross-examination of a witness are such as not to impeach him nor to reflect on him, but merely to show that an injury complained of may probably have been caused before the time of the accident under investigation, and the jury has been so instructed, evidence of his general character for veracity is not admissible.

2. ELECTRIC CARS—*Passenger—Negligence—Burden of proof.* The instructions in the case at bar, taken in connection with the pleading and evidence, fairly propounded the law as to when one becomes a passenger on an electric railway car; the degree of diligence required of the defendant company; what constituted negligence and also contributory negligence in the particular case, and that the burden of proof was on the plaintiff to show the negligence of the defendant.

3. JURORS—*Competency of juror—Objection after verdict.* The fact that a juror, who was a carpenter, was, at the time he was summoned, engaged on a temporary job for the defendant, which he thought was terminated by the summons, and failed to disclose the same on his *voir dire*, is not sufficient to set aside the verdict, when it appears that the plaintiff knew the facts before case was submitted to the jury, but did not object on that account, and it further appears that the plaintiff has suffered no injustice by the service of such juror.

STEARNS' EX'OR v. RICHMOND PAPER MANUFACTURING CO.—Decided at Richmond, December 19, 1895.—*Harrison, J* :

1. SECOND APPEAL—*Construction of former decree—Water privileges.* Appellee filed its bill against appellant to recover certain water rents under a contract made in 1846, and to ascertain the exact nature, status, and extent of the water rights and privileges pertaining to the property of the appellant. It appearing that appellee owned property above the premises of appellant and had been compelled to largely increase its supply of water since the contract of 1846, which water flowed through the premises of appellant, the trial court gave a decree for the rent due according to the rate fixed by the contract of 1846, and decided that appellee might divert the excess, and use it as its own, free from any claim of appellant. On appeal it was held that appellee could not divert the excess without first giving appellant an opportunity to elect, if he chose, to take the whole flow upon condition of paying for the same, and the case was remanded to the trial court. Thereupon appellant served upon appellee a written notice of his election to take the whole flow from and after the date of his election. The trial court decided that appellant should pay for the increased flow from the date of the new contract made by appellee for an increased supply.

Held: This was error. The appellant was, by the terms of the former decree of this court, only bound to pay for the increased flow from the date of his election.